

STATE OF NORTH CAROLINA

COUNTY OF

ORANGE

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and entered into this 22 day of June, 2018, by and between Liza Denis ("Claimant") and the Orange County Board of Education, its agents and employees, ("Board"), (Claimant and the Board are referred to collectively herein as "Parties").

WHEREAS, Claimant threatened to pursue litigation against Board alleging various claims;

WHEREAS, Claimant is a Bus Driver in the Orange County Public School System;

WHEREAS, Claimant has alleged various employment claims, including, but not limited to claims for sexual harassment, hostile work environment, constructive discharge, and intentional infliction of emotional distress ("the Claims");

WHEREAS, Claimant has alleged damages for lost wages and benefits, compensatory and punitive damages and attorney's fees and costs;

WHEREAS, Claimant has demanded compensation from the Board for such alleged damages;

WHEREAS, the Board, for itself and on behalf of the Board's past and present agents and employees, emphatically denies, any negligence, liability or wrongdoing whatsoever, intentional or otherwise, arising out of or connected with Claimant's employment, or any of the allegations in the Claims;

WHEREAS, while the Board denies liability, negligence, or wrongdoing, it wishes to resolve this matter on behalf of itself, and any past or present agents or employees of the Board to avoid the cost and disruption of litigation, including potential appeals;

WHEREAS, Claimant likewise wishes to resolve this matter to avoid the cost and disruption of litigation; and

WHEREAS, the plain intent of this Agreement is to resolve and conclude forever any and all possible claims of Claimant against the Board arising out of incidents or events involving the Claims and to terminate this dispute for all parties.

NOW, THEREFORE, in consideration of the promises, releases, and other consideration contained herein, the receipt and adequacy of which are hereby expressly acknowledged, the Parties agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 Except as otherwise set forth in Paragraph 12 below, in consideration of the payment set forth in Section 2, to the fullest extent permitted by law, Claimant, for herself and her representatives, heirs, successors and assigns, hereby completely releases and forever discharges the Board, all members, officers, agents and employees, representatives, agents, attorneys, successors and assigns, insurers, (collectively, "Released Parties"), all in their official and individual capacities, from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, including attorneys' fees, whether based on statute, tort, contract, constitutional, or other theory of recovery, whether at law or equity, civil or criminal, known, or unknown, which the Claimant now has, or which may hereinafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incidents alleged in, (or which could have been alleged in) the Claims, including, without limitation, any and all known or unknown claims for bodily and personal injuries and/or mental or emotional injury, any claims under North Carolina law, Title VII of the Civil Rights Act, as amended, the Rehabilitation Act, the Equal Pay Act, the Americans With Disabilities Act, the North Carolina Wage and Hour Act, the Fair Labor Standards Act, the Retaliatory Employment Discrimination Act, the Employment Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act, or any other federal, state, city, county or local statute or ordinance, civil, criminal or administrative law, the common law, any term, provision or amendment to the Constitution of the United States of America or the Constitution of the State of North Carolina, or otherwise, or any claims for discrimination, hostile work environment, sexual harassment, constructive

discharge, retaliation, intentional or negligent infliction of emotional distress, negligent supervision/retention, wrongful death, psychological injury, disability, medical expenses, loss of income, injury to character and reputation, loss of earning capacity, loss of use, support, consortium or affection, pain and suffering, mental distress and any other injuries or damages and any and all other claims of any kind whatsoever, including, without limitation, general or compensatory, punitive or other damages or payment of any kind, or any claims of Claimant's representatives or heirs, at any time up to the execution of this Agreement ("Released Claims"). Claimant agrees to defend against and indemnify the Released Parties for any and all claims by and/or judgments in favor of Claimant, in any way related to the Released Claims.

1.2 This release, on the part of the Claimant, shall be a fully binding and complete settlement among the Claimant, the Board, the Released Parties and their heirs, assigns and successors.

1.3 Claimant acknowledges and agrees that the release and discharge set forth above is a general release. Claimant expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimant's decision to enter into this Agreement. The Claimant further agrees that Claimant has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimant assumes the risk that the facts or law may be other than Claimant believes. It is understood and agreed to by the Parties that this settlement is a compromise of disputed claims, and the payments are not to be construed as an admission of liability on the part of the Board, or any Released Party by whom liability is expressly denied.

1.4 Claimant further warrants that no promise or inducement not herein expressed has been made, and that in entering this Agreement, Claimant does not rely upon any statement or representation made by any Released Party, including their attorneys, agents, employees, or representatives, concerning the nature, extent, or duration of any injuries, losses, or damages, or the tax consequences, or the legal liability therefor, which result from or may be a consequence of the Released Claims. Claimant further agrees that she has accepted the obligations herein as a complete compromise of matters involving disputed issues of law and fact contained in the Claims. It is understood and agreed to by the Parties that this settlement is a compromise of the Claims, and the agreements are not to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied. The Claimant agrees that no action may be filed against the Released Parties or their employees based on the Released Claims or the related events and circumstances.

1.5 Further, for the consideration aforesaid, Claimant expressly stipulates and agrees to defend, indemnify and hold forever harmless the Released Parties jointly and severally against any and all claims, liens, demands or actions which may hereinafter at any time be made or instituted against the Released Parties, or any of them by the Claimant or by anyone on her behalf for the purpose of enforcing a claim for damages, to include any payments, expenses, and attorney's fees on account of the injuries described above. Claimant agrees to defend against and indemnify the Released Parties for any and all claims by and/or judgments in favor of Claimant in any way related to the Released Claims.

2.0 VOLUNTARY RESIGNATION AND NO APPLICATION FOR FUTURE EMPLOYMENT.

Claimant agrees to and does hereby voluntarily resign from employment with an effective date of September 30, 2018 with the understanding that this resignation is by mutual agreement and that Claimant will be on non-paid leave from the signing of this Agreement until the date of her resignation. During such period of non-paid leave, Claimant will not be on school property to attend any employee events, meetings, activities, or programs, but may be on school property to attend applicable events in her role as a parent while her children are enrolled as students of the Orange County Schools. Until the effective date of her resignation, which in no event will be later than September 30, 2018, she will remain eligible for continued health insurance coverage for which she continues to pay the employee share. Claimant may make her resignation date effective earlier than September 30, 2018 upon notification to the Board's Human Resources Department. In the event Claimant elects to make her resignation earlier than September 30, 2018, or to the extent she is no longer eligible for employer health insurance coverage, she will receive the balance of the employer paid portion of such coverage, less applicable withholdings, through September 30, 2018. Claimant agrees that any such continuation of health insurance coverage shall cease as of the effective date of her resignation. Claimant agrees that she will not, now or in the future, apply for re-employment with the Board. Claimant further acknowledges that this Agreement shall constitute a complete bar to any claim that Claimant may have should she apply for employment with the Board in the future.

3.0 PAYMENT

In consideration of the release set forth above and to avoid the cost and disruption of further litigation, including possible appeals, the Board agrees to pay the amount of Eighteen Thousand Five Hundred Dollars and no cents (\$18,500.00), \$12,492.78 to be allocated to wages, as hereinafter provided, less applicable withholdings, on the terms and conditions set forth in this Agreement, said funds to be designated and disbursed consistent with the terms of this Agreement. The settlement payment shall be made within thirty (30) days of execution hereof by the Parties, by check payable to Claimant for the amount allocated as wages, and the remainder of \$6,007.22 by check payable to The Noble Law Firm, PLLC.

4.0 VOLUNTARY EXECUTION AND WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Each party represents and warrants to the other parties that: (a) Such party has been fully informed of and has full knowledge of the terms and contents of this Agreement; (b) Such party has received the counsel and assistance of such party's attorney(s) with respect to all aspects of this Agreement, including but not limited to, the terms, contents, and consequences of this Agreement; (c) Such party is authorized to execute this Agreement in his or her name, being under no disability and being of sufficient age by law to do so; and (d) Such party has executed this Agreement, or has caused this Agreement to be duly and properly executed by its authorized officers and/or representatives, as the party's own free and voluntary act, with the intention to be bound hereby.

The Parties and their representatives warrant that they are legally competent to execute this Agreement and represent that before executing this Agreement they were fully informed of its contents and meaning through consultation with legal counsel and that they have executed it with full knowledge and understanding of its contents and its legal consequences and of their own free will.

Claimant further represents and warrants that no other entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein and that Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

5.0 DENIAL OF LIABILITY AND ADEQUACY OF CONSIDERATION

The Parties hereby acknowledge that the terms of this Agreement amount to a full, complete, final and binding compromise of matters involving disputed issues; that the terms shall not be considered admissions by any party hereto of any liability or wrongdoing, that the Board, its officers, agents and employees, and Insurers deny any such liability or wrongdoing; that no past or present wrongdoing on the part of any party shall be implied by any terms of this Agreement; and that this Agreement is supported by mutual, adequate, and binding consideration. The Parties agree not to represent to any person that the settlement or payment provided herein is an admission of wrongdoing, fault, or legal responsibility or an admission of coverage under any coverage agreement on the part of any Party. It is expressly understood that the settlement and payment hereunder is made for the purpose of reaching an early resolution of this matter, thus avoiding the expense and disruption of litigation, including the expense to all Parties of possible appeals and further proceedings. This Agreement shall not be admissible as evidence of liability, wrongdoing, legal responsibility, coverage, or otherwise, in any proceeding of any kind. Notwithstanding the foregoing, in the event that an action is commenced by or on behalf of a Party against any firm, corporation, or other entity, specifically including, but not limited to the Board or Released Parties, in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action.

6.0 EXPENSES AND LIENS

Claimant acknowledges that she is solely responsible for the payment of any and all of Claimant's expenses including but not limited to medical expenses or bills, educational expenses, and/or attorney expenses, bills, or liens and hereby agrees to defend and indemnify the Released Parties, reinsurers, or any other individual or entity to whom Claimant released in this Agreement from any claim against them/it for any of Claimant's expenses including, but not limited to, medical expenses or bills and/or attorney expenses, bills or liens arising in any way from the matters raised or that could have been raised above.

7.0 INDEMNIFICATION

A. Medical Expenses and Liens. Claimant acknowledges that she will be responsible for using the proceeds of the settlement to satisfy any and all presently existing medical debts, including, but not limited to, additional liens or subrogation rights arising from her receipt of medical services, public assistance, Medicare or Medicaid benefits. Claimant shall be solely responsible in the event the amounts in Section 3.0 are insufficient to completely

satisfy any and all medical liens and expenses, including Medicaid liens, if any. All Parties acknowledge that the Board shall not be responsible for the payment of any medical expense on behalf of Claimant. Claimant acknowledges that she is solely responsible for the payment of any and all existing or future expenses including, but not limited to private insurance or Medicaid liens and other medical expenses, and hereby agrees to defend and indemnify the Board, its insurers, re-insurers, or any other individual or entity whom Claimant released in this Agreement from any claim against them for any of Claimant's expenses including, but not limited to, any Medicaid lien or other medical expenses arising in any way from the matters raised or that could have been raised in the Claims. If such a lien or reimbursement right is asserted, against the proceeds herein or against the Released Parties, then the undersigned Claimant covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Released Parties from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement right by any entity having such lien or reimbursement right. All Parties acknowledge that neither the Board nor any other of the Released Parties shall be responsible for the payment of any medical expense on behalf of Claimant.

B. Third Parties. Claimant agrees that, to the full extent this provision is permissible and enforceable under applicable law, she will not institute any legal or administrative proceedings against any of the Released Parties pursuant to any other laws, state, local or federal, as to any matter based upon, arising out of, or related to any of the events described in the Claims.

Claimant further agrees that, to the full extent that this provision is permissible and enforceable under applicable law, in the event any person or entity institutes any legal or administrative proceedings on her behalf, she hereby waives and forfeits any right to recover under said claim, and will cooperate with any efforts to have such claim dismissed. Claimant agrees not to solicit or encourage claims or suits by third parties against Released Parties and Claimant will not participate in such claims or suits except in response to lawful process or court order. In the event that an action is commenced on behalf of Claimant in violation of the terms hereof, this Agreement may be pled in bar of any such action, and the party so pleading this Agreement shall be entitled to injunctive relief and the full, unconditional cooperation of Claimant in efforts to have such claim dismissed.

3.0 NONDISPARAGEMENT

Claimant and her attorneys agree not to disparage Releasees and their attorneys in any manner in connection with any matters set forth in the Agreement, including but not limited to engaging in interviews or the expression of personal views, opinions, or judgments to news, social or other media or to current or former Board employees concerning the Released Claims or any allegations against Released Parties. Claimant agrees not to state or make any representations that payments hereunder are for any purpose other than to avoid litigation of disputed issues. Claimant further agrees to use reasonable, good faith efforts to assure that her heirs, assigns, predecessors and successors in interest, insurers, agents, representatives and those in privity therewith, do not disparage Released Parties and their attorneys in any manner concerning the Released Claims. Similarly, the Board agrees to direct its Superintendent, Chief Human Resources Officer, and Director of Transportation not to disparage Claimant in any manner in connection with any matters set forth in this Agreement. Nothing in this Agreement precludes the Released Parties from disclosures in compliance with applicable law.

9.0 TAXES

Claimant acknowledges that she is solely responsible for considering and complying with any tax consequences to her of this Agreement. In this regard, Claimant agrees to seek and obtain the advice of a qualified professional in complying with the tax consequences of this Agreement. Claimant requests that the payment set forth in this Agreement be paid in the manner specified in Section 3.0 of this Agreement and forever absolves and indemnifies the Released Parties for the manner in which the payment is tendered.

10.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Agreement, Claimant represents that she has read the terms of this Agreement and that those terms are fully understood and voluntarily accepted by Claimant. In entering into this Agreement, Claimant has retained and consulted with Claimant's own independent attorney selected by Claimant of her own free will, and has fully and freely consulted with her on matters relating to this settlement and its terms and conditions. Claimant acknowledges that this Agreement has been negotiated by the respective Parties through counsel.

Claimant warrants, represents, and agrees that Claimant is not relying on the advice of the Released Parties or anyone associated with them, including their attorneys, as to the legal, tax, financial or other (favorable or adverse) consequences of any kind arising out of this Agreement.

Claimant acknowledges that neither the Released Parties nor their legal or insurance

representatives may refer any advisor, attorney, or firm for such professional advice. Accordingly, Claimant hereby releases and holds harmless the Released Parties and any and all counsel for the Released Parties from any claim, cause of action, or other rights of any kind which the Claimant may assert because of the legal, tax or other consequences of this Agreement. Claimant represents and warrants that Claimant has read and discussed this Agreement fully with Claimant's attorney and fully understands its terms and conditions, and voluntarily accepts them as Claimant's own free and voluntary act.

11.0 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the law of the State of North Carolina.

12.0 WORKERS COMPENSATION CLAIMS

Nothing in this Agreement shall be construed to release Plaintiff's pending claims under the North Carolina Workers Compensation Act, Claim No. 30189416427-001. Claimant represents that she has consulted with counsel, including workers compensation counsel, with respect to any impact of this Agreement on her pending workers compensation claim. Claimant acknowledges and agrees that she is solely responsible for any impact of the terms of this Agreement on her pending workers compensation claims.

13.0 ADDITIONAL DOCUMENTS

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

14.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

This Agreement supersedes any prior understanding or agreement between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, relating to the subject matter of this Agreement. No changes, amendments, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the Parties.

15.0 ATTORNEYS' FEES AND COSTS

All parties to this Agreement shall bear all attorneys' fees and expenses of their own counsel in any way connected with the Claims. In addition, all parties to this Agreement shall bear their own litigation and other costs. All parties agree not to pursue reimbursement or costs from one another in any way.

16.0 SEVERABILITY

The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable, the other parts shall remain fully valid and enforceable so long as Sections 1.0 (Release and Discharge) and 3.0 (Payment) remain in full force.

17.0 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

18.0 FURTHER ASSURANCES

The Parties shall execute all instruments and shall take all such actions as are requested and appropriate to effectuate this Agreement.

19.0 CONTINGENCY OF AGREEMENT

The parties understand and agree that this Agreement is contingent upon the approval of the Orange County Board of Education.

20.0 OPPORTUNITY TO CURE

In the event that a party believes that the other party is in breach of this Agreement, the party's initial sole recourse is to provide written notice to the other party of the purported breach and to give the party an opportunity to take reasonable measures to cure the breach. Any action to enforce this Agreement can only be initiated in the event that the other party has failed to take reasonable measures to cure a breach after first receiving thirty (30) days' written notice. This document will be interpreted in favor of maintaining the binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties to this Settlement Agreement And Release Of Claims have hereunder set their respective hands and seals on the day and year first above written.

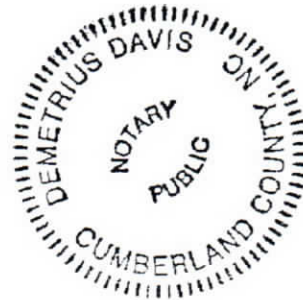
LIZA DENIS

Liza Denis (SEAL)
Liza Denis

Date:

June 21, 18

Sworn to and subscribed before me,
This the 21st day of June, 2018.
Notary Signature: *Demetrius Davis*
Printed Name: Demetrius Davis
My Commission expires: Nov 19th 2018



ORANGE COUNTY BOARD OF EDUCATION

By:

[Signature] (SEAL)
Authorized Representative

Date:

6/21/18

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

[Signature] 6-22-18
Finance Officer Date

1752462